

EMPLOYMENT SEPARATION AGREEMENT

This Agreement relating to employment separation (Agreement) is entered into by and between [REDACTED] (Employee) and the **City of Bellevue** (City).

Recitals

A. Employee has been a regular full time employee of the City of Bellevue since [REDACTED].

B. Due to [REDACTED], Employee's position is being eliminated effective [REDACTED].

C. The Human Resources Policy and Procedure Manual (HRPPM) Section 7.9.4 provides that Employee may be offered severance conditioned upon the signing of a release of liability as permitted by law.

D. Employee desires to avail himself of the severance benefits as provided by HRPPM Section 7.9.4.

NOW THEREFORE, in consideration of the promises contained herein, the parties agree as follows:

Agreement

1. City shall layoff Employee from his position of [REDACTED] effective [REDACTED].
2. Employee can avail himself of outplacement services through The Brighton Group in their Level [REDACTED] outplacement program, at City expense.
3. Employee shall receive a lump sum payment of \$ [REDACTED] (the equivalent of [REDACTED] months salary at \$ [REDACTED] per month), plus the [REDACTED] Cost of Living Adjustment, should it be approved by City Council prior to [REDACTED] (lay off date). Payment will be made within 15 working days from the date Employee separates from service or within 15 working days from the expiration of the revocation period referred to in Paragraph 9, whichever is later. Employer and Employee paid taxes and any other legally required deductions will be deducted from this lump sum payment.
4. This Agreement is predicated on Employee separating employment from the City of Bellevue on or before [REDACTED], due to the announced layoff. Should

Employee secure other employment with the City of Bellevue such that the Employee experiences no break in service, this Agreement shall be null and void in its entirety and have no force and effect.

5.a. In consideration of the provisions of this Agreement, the Employee fully and completely releases and forever discharges the City, its elected officials employees, representatives and agents, from any and all claims (including claims for attorneys' fees and costs), complaints, causes of action, demands, sums of money, covenants, contracts, agreements, promises, liabilities, damages or judgments, whatsoever in law or in equity which the Employee ever had, now has, or which he, hereafter, can, shall, or may have against the City for or by any reason of or in connection with any actions, conduct, decisions, behavior, events, transactions, omissions, or accounts, occurring up to the date of this Agreement. The Employee acknowledges that this release specifically covers, but is not limited to, any and all claims, complaints, causes of action or demands which he has or may have against the City relating in any way to the terms, conditions and circumstances of his employment and the termination, layoff, resignation and/or retirement thereof, whether based on statutory or common law claims for wrongful discharge, breach of contract, breach of any express or implied promise, any covenant of good faith and fair dealing, expressed or implied, misrepresentation, fraud, retaliation, breach of public policy, infliction of emotional distress, defamation, promissory estoppel, invasion of privacy, United States and/or Washington Constitutional claims or employment discrimination, including without limitation, to claims under the Federal Age Discrimination in Employment Act of 1967, as amended, the Older Workers Benefit Protection Act, Title VII of the Civil Rights Act of 1964, the Washington Law Against Discrimination or any other theory or basis whether legal or equitable.

5.b. The Employee expressly acknowledges that this release does not relinquish any protected rights he may have under Title VII of the Civil Rights Act of 1964, the Equal Pay Act, the Americans with Disabilities Act, the Older Workers Benefit Protection Act or the Age Discrimination in Employment Act to file a charge, testify, assist or participate in any manner in an investigation, hearing or proceedings conducted by the Equal Employment Opportunity Commission or the Office of Federal Contract Compliance. However, the Employee may not recover additional compensation or damages as a result of that participation.

5.c. The Employee represents that he has not filed any complaints, charges or lawsuits against the City with any governmental agency or any court, and except as expressly provided otherwise in Paragraph 5.b, agrees that he will not initiate, assist or encourage such actions.

5.d. This waiver and release shall not waive or release claims where the events in dispute first arise after execution of this Agreement, nor shall it preclude the Employee from filing a lawsuit for the exclusive purpose of enforcing his rights under this Agreement.

6. Either party may maintain an action for breach of the Agreement in the Superior Court of King County, Washington. The prevailing party shall be entitled to reasonable attorneys' fees and costs.

7. Employee is advised to consult an attorney prior to signing this Agreement.

8. Employee has been given forty-five (45) days to review this Agreement before signing. A signed Agreement should be returned to Human Resources.

9. Employee understands that he has seven (7) days following the execution of this Agreement to revoke the Agreement and the Agreement shall not become effective or enforceable until the end of this revocation period. Employee agrees that changes made to this Agreement, whether material or immaterial, after Employee's receipt of the Agreement will not restart the running of the 21 day period.

10. The decisional unit from which the persons were selected and not selected for layoff are the [redacted] within the [redacted] Division of the [redacted] Department.

11. All regular status employees who are laid off pursuant to HRPPM 7.9 are eligible for the severance program. All persons who were selected for layoff in the [redacted] decisional unit are eligible for the severance program.

12. The following is a listing of the ages and job titles of persons in the [redacted] decisional unit who were and were not selected for layoff and the offer of consideration for signing a waiver:

Job Title	Age	Selected for Lay off	Not Selected for Lay off

13. This Agreement contains all of the promises and covenants exchanged by the parties. In executing this Agreement, each party warrants that it is relying solely upon its judgment and knowledge and that it is not relying on any statement or representation made by the other party or its agents.

14. This Agreement shall be construed in accordance with and governed by the laws of the State of Washington.

15. All parties have participated or had the opportunity to participate in drafting this Agreement. No ambiguity shall be construed against any party based upon a claim that that party drafted ambiguous language.

16. The provisions of this Agreement are severable and if any part of it is found to be unenforceable, the other paragraphs shall remain fully valid and enforceable.

PLEASE READ CAREFULLY. THIS AGREEMENT INCLUDES A RELEASE OF ALL KNOWN AND UNKNOWN CLAIMS.

Employee

Date

Deputy City Manager

Date

Approved as to Form:

Assistant City Attorney

Date